# CLAYTON COUNTY PUBLIC SCHOOLS
## Purchasing Department

*157 Smith Street • Jonesboro, GA 30236 • (678)479-4505 • FAX (678)479-4506 • www.clayton.k12.ga.us*

**Edmond T. Heatley, Ed.D.**
Superintendent of Schools

**Lonita B. Collier, CPPO, C.P.M.**
Director of Purchasing

DATE: **March 24, 2010**

TO: **All Bidders**

FROM: **Lonita Broome Collier**
**Director of Purchasing**

Lonita B Collier

RE: **Request for Proposal No. 022-10, Digital Classroom Equipment**

The Clayton County Public Schools invites you to submit a proposal for furnishing any or all labor and materials to provide Digital Classroom Equipment for Clayton County Public Schools, per attached Request for Proposal.

**A Pre-Proposal Conference will be held on Tuesday, March 30, 2010 at 11:00 a.m.** at the Purchasing Department, 157 Smith Street, Jonesboro, GA 30236.

Sealed Proposals will be received subject to the attached terms specified in "Instructions & Conditions". The proposal shall be hand delivered or mailed and shall be received no later than **11:00 a.m. local time (as per the Purchasing Department time clock) on Monday, April 19, 2010.** RFP's received after this date and time shall not be considered.

**Proposals shall be in a sealed envelope clearly addressed as follows:**
**Clayton County Public Schools**
**Attention: Lonita B. Collier, Purchasing Department**
**RFP No. 022-10, Digital Classroom Equipment**
**Proposal Due Date: Monday, April 19, 2010@ 11:00am**
**218 Stockbridge Road**
**Jonesboro, Georgia 30236**

The Clayton County Board of Education will not be responsible for proposals that are opened or misplaced due to improper marking. For identification purposes, the vendor's name and complete address shall be clearly printed or typed on the outside of the envelope. **FAXED RESPONSES WILL NOT BE ACCEPTED.**

All questions should be directed in writing with RFP 022-10, Digital Classroom Equipment in the subject line to purchasing@clayton.k12.ga.us. **Only questions received prior to 4:30 p.m., Friday, April 2, 2010** (as per the Purchasing Department time clock) will be considered. Answers to all vendor inquiries will be made via an addendum on our website.

We appreciate your time in the preparation of your proposal and for your interest in doing business with the Clayton County Board of Education.

**VISIT US AT OUR WEBSITE www.clayton.k12.ga.us/departments/purchasing/bidindex.asp**

**SOLICITATION NO. 022-10**

# REQUEST FOR PROPOSAL (RFP)

**FOR**

# DIGITAL CLASSROOM EQUIPMENT

**CLAYTON COUNTY PUBLIC SCHOOLS**
**PURCHASING DEPARTMENT**
**218 STOCKBRIDGE ROAD**
**JONESBORO, GEORGIA 30236**

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## FOR

## REQUEST FOR PROPOSAL NO. 022-10

## DIGITAL CLASSROOM EQUIPMENT


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## SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

### 1. INTRODUCTION

a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.

b. Sealed proposals one original and five copies (total of 6 copies) shall be mailed to the office of the Director of Purchasing, 218 Stockbridge Road, Jonesboro, Georgia 30236.

c. **Proposals received after 11:00 am on Monday, April 19, 2010 (as per the Purchasing Department time clock) shall not be considered.**

d. The Board of Education reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Clayton County Public Schools on such matters shall be final.

### 2. REQUEST FOR PROPOSAL PROCESS

This solicitation is a Request for Proposal (RFP). In using this method for solicitation we are asking the marketplace for its best effort in seeking a "best value" solution to our requirement. The offeror provided proposal(s) will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirement at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions with offeror(s) about their proposal. This will be done after the initial evaluation. The results of the evaluation will be reviewed and a "competitive range" will be selected for discussions. Essentially, if a contractor's proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the contractor and Clayton County Public Schools.

Offerors in the "competitive range" may be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all offerors, best and final offers (BAFO) will be accepted from the offerors in the competitive range.

The BAFO's will be evaluated and the results reported to a selection official who will select the proposal that presents the best value to Clayton County Public Schools. This selection will then be presented to the Clayton County Board of Education for approval. If approved by the board and other matters (insurance, bonds, etc.) are settled, a contract will be awarded.

### 3. OWNER'S REPRESENTATIVE

The owner for whom work will be executed is: Clayton County Public Schools, Georgia hereinafter CCPS.

## SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

### 4. PREPARATION OF PROPOSALS

a. All proposals shall be printed in dark ink or typewritten. Errors may be crossed out and corrections printed in blue/black ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in blue/black ink.

b. Specifications used are intended to be open and non-restrictive. Potential offerors are invited to inform the CCPS Director of Purchasing whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five days prior to the scheduled receipt of proposals will not be acted upon unless the CCPS Director of Purchasing rules that it is in the best interest of CCPS to consider.

c. Brand names and numbers when provided in solicitation are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless "no substitutes" is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.

d. By submitting a proposal, the vendor warrants that any goods supplied to the CCPS meet or exceed specifications set forth in this solicitation, except as may be otherwise noted in vendor's exceptions.

e. If proposing on other than the make, model, brand or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference shall be clearly stated in the proposal. Any deviation between brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the proposal.

f. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the continental United States, and shall be available for immediate shipment at the time a vendor submits a proposal.

g. The Director of Purchasing will be the sole judge in making determination as to the quality.

h. All supplies, materials, and equipment provided to the CCPS shall be new and in first class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A vendor delivering any such equipment to the CCPS will be deemed to have breached the contract, and appropriate action will be taken by the CCPS Purchasing Director.

## SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

i. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the offeror cannot meet the required delivery date, a proposal should not be submitted. Offerors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract awarded could result in the contractor being declared in default.

j. An authorized officer of the company shall sign proposals.

### 5. FAILURE TO RESPOND TO THE SOLICITATION

If a proposal is not submitted, return RFP and mark as "no bid".

### 6. TAXES

CCPS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals.

### 7. CHARGES AND EXTRAS

Proposals shall define all pricing. When stating equipment pricing at minimum the stated price shall be F.O.B. destination to include all charges for deliver, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. Any additional work, such as installation shall be clearly stated in the proposal.

### 8. ADDENDA

Offerors are notified that they shall thoroughly examine proposal documents and its entirety which includes, Cover Sheet, Table of Contents, Proposal Conditions, Specifications, Request for Sealed Proposal and Bidder's Checklist, together with Addenda thereto issued prior to the receipt of proposal.

Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract.

If any offeror or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Purchasing Department for interpretation. This shall be submitted in writing **not later than 4:30 pm on Friday, April 2, 2010 and addressed to the Purchasing Director**.

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the Purchasing Department Web Site **www.clayton.k12.ga.us/departments/purchasing/bidindex.asp** for all who have obtained a set of submittals. The Clayton County Public Schools will not be responsible for any other interpretations or explanations.

## SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

No oral interpretations will be made to offerors as to meaning of proposal documents. Requests for such interpretations shall be made in writing to the Purchasing Department. Failure on the part of the contractor to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by the Clayton County Public Schools. All interpretations made to the offerors shall be made in the form of addenda to the proposal documents and posted to the website. Offerors are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc., of the site will influence the proposal for contract performance.

### 9. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to the CCPS, unless offeror makes a request in writing to the Owner prior to time set for receiving proposal, or unless the Owner fails to accept or reject the proposal within one hundred twenty days (120) days after the date fixed for receiving said proposals.

### 10. COMPLIANCE WITH LAWS

All property or services furnished in a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

### 11. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent actions of the CCPS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Director of Purchasing. Protests which are not filed in a timely manner, set forth above, will not be considered.

## SECTION II – CONTRACT AWARD

### 1. PURCHASE ORDER

The purchase order prepared and mailed by the Clayton County Public Schools, or otherwise furnished, to the selected offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall consist of this Request for Proposal and any addenda thereto, the offeror's proposal (as amended by a best and final offer if called for) and the contract notification letter and/or establishing purchase order. **If an agreement is established that is negotiated by both parties and accepted and approved by the Superintendent and the District's counsel, this will also become an official part of the contract.** Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the CCPS Purchasing Director all terms and conditions of the CCPS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

### 2. CONTRACT AWARD

A contract will be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous and is of best value to the Clayton County Public Schools. Proposals will be evaluated on a combination of factors.

### 3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, CCPS terms and conditions shall govern.

### 4. HOLD HARMLESS AGREEMENT

The Contractor shall Hold Harmless the Clayton County Public Schools, its' directors, employees and assigns, from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

### 5. ASSIGNMENT

By the submission of this proposal, the offeror agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the CCPS Director of Purchasing.

### 6. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the vendor.

## SECTION II – CONTRACT AWARD

### 7. INSURANCE

When the selected contractor has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

A. The following general requirements apply to any and all work under this contract by all Contractors and Sub-Contractors of any tier.

1. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of Clayton County Public Schools. Any and all insurance shall be on an occurrence.

   No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements have been received demonstrating such compliance in each and every contract with each and every subcontractor of any tier.

2. The Clayton County Public Schools shall be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.

3. The Clayton County Public Schools shall be given no less than thirty (30) days notice of cancellation. The Clayton County Public Schools shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this contract.

4. Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

5. Any and all companies providing insurance required by a contract shall meet the minimum financial security requirements as set forth below. The rating for each company shall be indicated on the certificate of insurance.
   For all contracts, regardless of risk, companies providing insurance under this contract shall have a current:

   a. Best's Rating not less than A, and

   b. Best's Financial Size Category not less than Class VII

6. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, CCPS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

| | |
|---|---|
| Worker's Compensation | Statutory |
| Employer's Liability | |
| Bodily Injury by Accident | $100,000 each accident |
| Bodily Injury by Disease | $100,000 each employee |
| Bodily Injury by Disease | $500,000 policy limit |

C. Comprehensive General Liability Insurance

The contractor shall procure and maintain Comprehensive Insurance in an amount not less than $1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.

6. Comprehensive Form
6. Contractual Insurance
6. Personal Injury
6. Broad Form Property Damage
6. Premises – Operations
6. Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage shall be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than $1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

1. Comprehensive Form
2. Owned, Hired, Leased and non-owned vehicles to be covered. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and shall be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

## SECTION II – CONTRACT AWARD

### 8. PAYMENT

The contractor shall invoice Clayton County Public Schools on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

### 9. TERMINATION FOR DEFAULT

a. In the event any property or service to be furnished by the contractor under a contract or under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the contractor with his bid, CCPS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a contractor will be given the opportunity to respond to a "cure notice" and/or a "show cause notice". In either case the contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within 5 days of receipt of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the Director of Purchasing, the contractor shall immediately remove the property without expense to the CCPS and replace all rejected property with such property or services conforming to the specifications or samples.

b. If the contract is terminated for default, CCPS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the contractor or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted.

c. Failure by a contractor to perform on delivery of goods or services as specified may also result in the removal of the contractor from doing business with CCPS for a period of up to one year.

## SECTION II – CONTRACT AWARD

### 10. TERMINATION FOR JUST CAUSE

CCPS reserves the right to terminate for just cause a contract awarded through this solicitation.

### 11. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. The contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

The contractor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

### 12. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by Clayton County Public Schools solely from appropriations received by Clayton County Public Schools. In the event such appropriations are determined in the sole discretion of the Chief Operations Officer of CCPS no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Chief Operations Officer to CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

### 13. PROGRESS REPORTS

When requested by the Owner, the contractor shall furnish such reports as required.

## SECTION IV – OTHER

### 1. NONDISCRIMINATION

The contractor, by the submission of a proposal or the acceptance of an order or contract, does agree to provide the goods and services covered under the proposal or contract not to discriminate in any way against any person or refuse employment of any person or persons on account of color, religion, national origin, or sex.

### 2. CCPS NONDISCRIMINATION

Clayton County Public Schools does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any of its employment practices, education programs, services or activities.

### 3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of CCPS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in CCPS Purchasing requirements. All successful vendors are encouraged to use MFBE vendors whenever possible in the execution of any contract.

### 4. LOCAL BUSINESS ENTERPRISES

It is the intent of CCPS to assure that Local Business Enterprises (LBE) have an equal opportunity to participate in CCPS Purchasing requirements. All successful vendors are requested to use local vendors whenever possible in the execution of any contract.

### 5. DRUG-FREE WORKPLACE

By submission of a proposal, the offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug-free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such offeror.

### 6. CERTIFICATION OF NONCOLLUSION

By submitting a proposal the offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards."

## SECTION IV – OTHER

### 7. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the offeror.

### 8. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of CCPS for any costs incurred by offerors or potential offerors in relation to the solicitation.

### 9. RIGHTS AND REMEDIES

The rights and remedies of CCPS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### 10. PROPRIETARY INFORMATION

Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting the RFP after contract award. CCPS cannot protect proprietary data submitted in a proposal.

### 11. GEORGIA LAW

The laws of the State of Georgia shall govern the contract between Clayton County Public Schools and the vendor. In the event of litigation, the exclusive venue and place of jurisdiction shall be Clayton County, Georgia. Each vendor is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and Clayton County Public Schools regulations or policies pertaining to CCPS requirements.

### 12. DELIVERY

Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected Digital Classroom Equipment shall render contractor liable for all costs in excess of the contract price when alternate procurement is necessary either by replacing the Program Management provider with the next higher level available from contractor or from another Program Management provider. Excess costs shall include the administrative costs.

## 1. CONTRACT TYPE

The contract type contemplated for this requirement is a Requirements Contract.

## 2. CONTRACT TIMEFRAME

Contract period shall be for one year subject to Paragraph 3, Options below.

## 3. OPTIONS

In addition to the base period of one year, there are four (4) renewal options of one-year length to be exercised at the sole discretion of CCPS at the same terms and conditions of the base year.

## 4. CATEGORIES OF AWARD

Award will be made on an "All or None" basis.

## 5. OTHER PROCEDURES

### A. REQUIREMENTS CONTRACT

This is a Requirements Contract for Digital Classroom Equipment.

Delivery or performance shall be made only authorized by Purchase Order issued by CCPS Purchasing Department. The contractor shall furnish to CCPS all items specified in the schedule of the order issued by CCPS.

### B. PROFESSIONAL LIABILITY INSURANCE

Contractor will maintain at its expense: Professional Liability Insurance, with a minimum AM Best Rating of A, VII, in the amount of $5,000,000.00 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

CCPS shall be covered as an Additional Insured under any and all insurance required by the contract documents. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies.

## 6. RECEIPT OF ADDENDUM CLAUSE

Addenda issued to solicitations will be available at the CCPS Purchasing Department or on the department web site located at www.clayton.k12.ga.us/departments/purchasing/bid . CCPS Purchasing Department shall not bear responsibility for receipt of addenda by mail. It is the responsibility of the vendor to obtain copies of the addenda. If vendors do not acknowledge receipt of all addenda the bid may be determined to be non-responsive.

## 7. CONTRACT AWARD

The lowest, responsive, responsible bidder will be notified by award letter. The award letter **does not** serve as notice to proceed or authorize delivery of the services/commodities. The purpose of the award letter is to advise the vendor that the contract has been awarded to their company. The award letter **is not** a guarantee that services/commodities will be ordered. A purchase order will be issued to authorize the purchase of the services/commodities. Delivery/release of services/commodities is not authorized until the issuance of a purchase order.

## 8. SUBMITTALS

Bidders/Offerors are responsible for submitting bids/offers/submittals so as to reach the CCPS Purchasing office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the bidder/offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Clayton County Public Schools shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

## 9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

All vendors/contractors providing services/commodities and/or making deliveries to any CCPS facility shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to complete, sign, notarize and return the Immigration and Security Form (Appendix I) with your bid/proposal shall result in your bid being declared non-responsive.

## 10. OWNER REPRESENTATIVE

The owner's representative, Angie Bacon, Executive Director of Information Systems, will perform supervision of the contract.

**The CCPS system invites proposals for: Digital Classroom Equipment**

## 1. PURPOSE

Clayton County Public Schools (CCPS) has implemented 21st Century Digital Classroom equipment in every classroom in the district and is continuing to provide 21st Century digital classroom technology solutions to schools within our district as new classrooms/schools are added. This RFP is to ensure we continue to provide current market products and services solutions to this program.

Currently all of CCPS classrooms have Digital Classroom equipment solutions. The district will be using this award for future purchases to continue building upon schools that have additions and renovations.

Firms shall be able to commit the full time resources necessary to complete the assigned duties in an efficient and professional manner.

## 2. BACKGROUND

Clayton County Public Schools is the 113th largest school district in the United States and the fifth largest in Georgia. The district has approximately 69 facilities encompassing elementary, middle, and high schools; centers; stadiums; and administrative offices.

## 3. SCOPE

CCPS is seeking qualified vendors to provide Digital Classroom Equipment. This proposal has been developed to provide a means for CCPS schools and departments to purchase interactive classroom devices and accessories on an as-needed basis. Schools/departments may purchase a variety of configurations including some or all of the following components: interactive White Board, interactive pad, software, White Board stand, cables, etc. necessary to connect all components together and associated installation, warranty, etc. described herein.

Pricing under this proposal will be structured such that schools/departments may purchase a single item and/or multiple pre-configured bundled solutions, i.e. entire school projects. Vendor can specify additional products and services as well as any Value Add Components that enhance their offering.

CCPS reserves the right to negotiate custom installation with the awarded vendor(s) for special room configurations. These non-standard configurations may include different components than those listed herein based on the individual room needs. Example rooms which may require special configurations include but are not limited to: band rooms, cafeterias, media centers, auditoriums.

## 4. EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

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Projector - Mitsubishi XD250 or Equivalent

Projector shall have

- 6 Segment DLP Brilliant Color chip technology with 2700 Lumens.
- 3- year limited warranty on parts, 2-year lamp warranty.
- HDMI input.
- Instant shutdown of projector.
- Integrated closed captioning decoder for the hearing impaired.
- Top loading easy lamp replacement.
- Eco-mode able to extend lamp life up to 6,000 hours per manufacturer.
- One free bulb per every 5 projectors purchased.
- Product literature (brochure/"cut sheet") shall be submitted with bid response.

Projector Ceiling Mounting Kit

- Chief RPMAU ceiling mounting bracket with lock.
- Chief CMS-440 Structural mount.
- Chief CMA-006 Post.
- Chief CMA-470 Plenum Box (Above-Ceiling Plenum Box is required on all ceiling mount installations.). A Chief Plenum Box, model CMA-470 only, shall be used to house all ceiling mounted components. Upon completion of installation, plenum box lid shall be appropriately secured. All power receptacles (relocated and/or newly installed) shall be housed inside this plenum box.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

Speakers

- A minimum of two, 2 x 2 ceiling tile speakers with plenum rated acoustic baffling.
- When 2 x 4 ceiling tiles are present, the vendor shall leave the ceiling in an acceptable finished condition.
- Speakers shall be fully enclosed to prevent sound from bleeding above the ceiling to other classrooms (excluding portable classrooms).
- Speakers and associated wiring shall be plenum rated (excluding portable classrooms).
- Speakers shall be 8 Ohm, 15 Watt minimum (excluding portable classrooms).
- Shall contain all terminations inside of a plenum space.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

Amplifier

- Amplifier shall be installed above the ceiling in plenum box (excluding portable classrooms).
- 50W Audio Amplifier.
- 4 and 8 Ohm.
- MM and RCA stereo input.
- Speaker Out (L and R).
- Independent input volume control.
- Auto Stand-by mode.
- Plug and Play.
- Amplifier shall allow for installation within the plenum box above ceiling with other components.
- Shall be plenum rated.
- Shall have 3 Year warranty.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

CATV Tuner

- CATV Tuner shall have RCA Video/Audio out.
- CATV Tuner shall have Channel Lock Out Capability.
- CATV Tuner should contain RF Channels 2 – 125.
- CATV Tuner should have ability to send on-screen display for channel feedback if desired.
- CATV Tuner should have Left-Right Balanced or Unbalanced Audio.
- CATV Tuner should have IR Control.
- CATV Tuner shall have Real Time Clock.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

Wall Mounted Controller

- The controller shall be wall mounted with configurable back lighted buttons, and should have upgradeable capabilities for add-on components such as a wireless microphone, CATV Tuner, projector, DVD/VCR Player, etc.
- Shall have the ability to replace the need for the projector remote control.
- Shall be scalable. The controller should have the ability to be configured to change inputs, channels, volume and power.
- Field configurable.
- Up to 4 IR emitters supported.
- File based cloning and Built-in IR learning.
- RS-232 output.
- Security pass-code.
- Shall have built-in battery back-up support to retain programming.
- Shall be connected to the projector via an RS 232 connection.
- Shall have an On-board scheduler to provide a means for a time-based automatic feature such as shutdown of the projector.
- Shall connect with a single CAT5E cable.

- Shall have at least 8 hard buttons and 4 virtual buttons.
- Shall have a real-time clock.
- Shall have appropriate security features for K-12 environment.
- Product literature (brochure/“cut sheet”) shall be submitted with bid response.

DVD/VCR Player

- Shall have composite video/audio output.
- DVD shall be capable of playing, DVD, DVD+R, DVD+RW, DVD-R, DVD-RW, CD, SVCD, VCD, CD-R, CD-RW, and MP3.
- Vendor shall provide connectivity of audio/video from DVD/VCR player to projector and speaker system.
- Shall have composite video/audio input on front panel.
- Product literature (brochure/cut sheet) shall be submitted with bid response.

Wall Shelf

- Shelf shall be metal with fold flat capability when not in use.
- Wall shelf ships flat and folds out.
- Supports up to 100 lbs.
- Choice of three depths.
- Mounts on 16" stud centers or block mount.
- Side openings are spaced for single gang, stud mounted conduit boxes.
- Center opening allows versatile wire access and placement over existing outlets and fixtures.
- Pre-punched cable lacing and accessory mounting holes provide field versatility.

Interactive White Board

- The white board should have electromagnetic digitizing technology which delivers high resolution of a minimum of 1,000 lines per inch.
- The board should have a minimum of a 77” diagonal display.
- The software included with the white board shall be compatible with Windows XP, Windows 7 and Mac OS 10.x.
- Surface should produce minimal glare when used in an interactive mode with a projector.
- Surface shall be designed to withstand abuse, is puncture resistant and is not effected by pen or pencil marks.
- Surface shall be able to withstand dry erase markers as well as accidental use of a permanent marker or pen. If a puncture were to happen, it would have no effect with the operation of the white board.
- Programmable Soft keys should provide instant access to launching a favorite application, Internet site or file.
- White board should connect to a computer via a wireless Bluetooth connection.
- Electronic Pens should provide full mouse capability such as left and right click, drag and drop, etc.
- Board should have a pen tray storage location for the electronic pens.

- White Board should come with a wall mount bracket to be used when hanging the White Board on a wall.
- Board should have a power supply with a 10' cord with output rated at 9V @ 1Amp.
- White Board should be fully compatible with "off the shelf" software.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

Interactive Slate/Pad

- Electronic pen should provide full mouse capability (left and right click, drag and drop, etc.) when using the writing pad.
- Pad shall have a wireless connection with the computer utilizing RF or Bluetooth antenna technology via either PCMCIA card or a USB dongle.
- Uses a rechargeable pen that can also be used as an interactive pen with the White Board Pad provides a minimum of 25 hour use between charges.
- Pad shall have programmable keys on the pad as well as soft keys on the display.
- Pad shall be PC and MAC compatible.
- Pad should have ability to be used with up to 7 devices at the same time.
- Ability to customize background images.
- Pad should have the ability to be a "Master" and to lock other Interactive pads.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

Document Camera

- 1024x768 (XGA) output display.
- Auto Focus with a minimum of 20 fps.
- Minimum of 3X Optical Zoom.
- Auto White Balance.
- Auto Exposure.
- VGA Output.
- Full Screen Annotation and Capturing.
- Image Freeze.
- IR Remote Control.
- 6' VGA Cable.
- Minimum of a three (3) year warranty.
- Product literature (brochure/"cut sheet") shall be submitted with proposal response.

Cables

- Cables should consist of 50' plenum rated cable ½" in diameter with the following connections: 15 pin VGA connector, 3.5 stereo mini connector, RCA video connector, RCA left and right audio connectors.
- Shall have all signals transferred on a single cable.

- Shall be able to fit into a single 1/2" conduit.
- Shall have the ability to interchange signal without replacing runner cable.
- Vendor shall include necessary cables to connect wall plate to a computer (10 – 12 feet).
- The cable from the wall plate to computer shall have all cables securely bundled into a single cable.

Wall Plate

- Metal single gang wall plate.
- Plate shall have single Molex type connector on the back.
- Shall be able to change signal type without replacing the runner cable.
- Wall plate contains connectors for VGA, 3.5 mm audio, RCA L/R/Composite video inputs.

Mobile Cart

- Projector bundles purchased for non-standard classrooms, such as portables, will require a mobile cart to house all components. Cart shall have the ability to be secured to wall and/or floor via integrated locking/attachment system when not in use.
- Cart shall have wheels/casters to allow for ease of movement/relocation.
- Cart shall have lockable/security doors to prevent unauthorized removal of components from the cart.
- Product literature (brochure/“cut sheet”) shall be submitted with proposal response.

Installation

- Vendor shall have been in the business of installing interactive classroom components for a minimum of 5 years and have successfully completed at least 10,000 similar installations during that period.
- Awarded vendor(s) shall provide an experienced installation supervisor/lead technician (subject to the approval of CCPS). This supervisor/technician shall be on-site, supervise, inspect, and sign-off prior to customer acceptance.
- Installation shall be coordinated with CCPS contact noted on purchase order. Contact shall be notified at least one week before attempted installation.
- Awarded vendor(s) shall provide all tools (ladders, carts, etc.) necessary to perform the work outlined. All cables required to render the equipment fully operational shall be included in the pricing submitted on the bid form.
- Vendor shall provide necessary wall mounted wire mold to accommodate all cables when conduit is not available. Shall be installed using screws & anchors.
- Vendor(s) shall provide an easy to follow simplified user manual for all products installed. The manual should include detailed pictures of the equipment with step by step instructions. One manual for each product should be provided to each classroom. Manuals shall be provided prior to sign-off.
- Awarded vendor(s) shall bring all equipment to school/department location or meet and coordinate unloading of any delivery trucks. Vendors are not allowed to ship the

equipment to the school prior to the established installation date/time. Vendor shall coordinate with CCPS contact listed on the Purchase Order.

- Most installations will occur during normal business hours (7:00 a.m. to 5:00 p.m.). It is possible that some installations will be required after normal business hours. In large installations, vendor will be required to complete a minimum of 20 classrooms per day.
- Awarded vendor(s) shall provide a minimum of one (1) copy of all applicable software associated with the interactive White Board and other components included in this bid to CCPS upon award.
- When an interactive White Board is being wall mounted in a classroom with an existing dry- erase board, the existing board shall not be damaged and installation shall be with an over-the-board installation method.
- For installation in non-standard classrooms including portables, modification may be needed when mounting the interactive White Boards to accommodate structural/architectural differences in the classroom.
- Vendor hereby warrants and represents that it is the sole owner of all right, title, and interest in and to the products and any related documentation that is to be delivered and used by CCPS under the BID, including all patents, copyrights, copyright rights, trade secrets, trademarks and all proprietary and intellectual rights and confidential information contained therein, and that there are no liens, claims or encumbrances on any products delivered to THE SCHOOL DISTRICT under this contract.

WARRANTY REQUIREMENTS

- Projector shall have 3-year replacement warranty.
- Projector lamp shall have a 2 year warranty.
- Interactive White Board shall have a 3 year warranty.
- Interactive pad/slate shall have minimum of 1 year warranty.
- Student response system shall have minimum of 1 year warranty.
- All other components shall have standard manufacturer's warranty.
- The Warranty on each piece of equipment shall be stated.
- Your service training and replacement parts agreement shall be included.
- All installation labor and cabling shall be warranted for 90 days.

ELECTRICAL REQUIREMENTS

- If a pre-existing electrical outlet is not already present in the appropriate ceiling location, awarded vendor(s) shall relocate an existing power outlet in the classroom to the ceiling in order to provide a quad outlet for ceiling mounted components. This work shall be done by a certified electrical contractor and conform to CCPS, local and state codes. The new outlet shall be installed within the ceiling mounted plenum box described in Section 3.4. Provide a blank cover plate for any existing outlets used. This will apply only to locations where there is an available circuit.
- Vendor shall notify the designated SCHOOL DISTRICT contact of any installation environments requiring additional electrical work.

TRAINING REQUIREMENTS

- Training shall include the physical set-up of Bluetooth, connecting the devices and calibration.
- Software training should include full demonstration of beginning, intermediate and advanced functionality. Optional training, including intermediate and advanced levels should be provided at a reasonable cost
- Curriculum integration of the devices should be provided.
- Participants should be able to construct a lesson using the product software.
- List the training materials to be provided to attendees.
- Training for White Board/slate shall be provided by certificated teacher(s) or former experienced classroom teacher.
- Provide one day of train-the-trainer instruction for system level technology staff.
- For projects where 30 or more classroom installations are purchased, provide on-site, "out-of-the-box" tech support training for Technology Services technicians on basic operation of all components installed. Proposal response shall include description of the training that will be provided.
- On-site training shall result in CCPS Technology Services technicians having the ability to remove and/or replace interactive White Boards as needed during the warranty period without voiding the warranty.
- For projects where 30 or more classroom installations are purchased, provide on-site, "out-of-the-box" teacher training on operation of all components installed. This training will be for all teachers in classes not to exceed 30 participants and should include hands-on practice. Bid response shall include description of the training that will be provided.
- Online tutorials shall be available for the current version of the hardware and software.
- All training agendas, schedules and vendor(s) training personnel shall be approved by CCPS.

**Vendors shall meet all the requirements stated above. Failure to meet these requirements shall make your proposal ineligible for award.**

## REQUEST FOR PROPOSAL

---

**A. Offeror's Responsibility:**

It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

**B. Oral Interview:**

Clayton County Public Schools may require qualified offerors to participate in a detailed oral interview to fully discuss their proposal and qualifications for this project and to answer questions posed by the Clayton County Public Schools. A final selection may be based upon the evaluation of both the written and oral responses of each offeror.

**C. Submission of Proposal:**

**Proposals shall be submitted in three sections: One binder shall contain (1) Technical Capabilities and 2) Business Stability. In a separate envelope a third section titled Price shall be included. One original and five copies [(6) total] of the proposal shall be provided in a loose-leaf, three-ring binder.** No prohibition shall be placed by this solicitation as to the concept of service the offeror may choose to propose; however, the concept shall be placed within the framework of the three sections.

**D. Basis of Award:**

Proposals will be evaluated on a combination of factors. In no particular order of importance, the evaluation factors are (1) Technical Capabilities, (2) Business Stability and (3) Price.

**E. Preparing the Proposal:**

Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information shall be stamped "proprietary". It is not acceptable to label the entire proposal as confidential and proprietary.

**F. Executive Summary:**

An executive summary of not more than two pages stating the offeror's overview of the project shall precede the specific required sections**.**



**G. Additional Terms/Contract/Objections to CCPS Terms and Conditions**

The CCPS shall not be bound by any terms, conditions or contracts included in any offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the CCPS purchase order related to this solicitation or contract. **If the offeror objects to any term or condition that shall relate to a contract resulting from this solicitation or the offeror is proposing an additional contract, the objection and/or contract shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary.**

If the objection is accepted by CCPS it will be communicated in writing to the vendor. If not accepted in writing the terms and conditions shall remain as written in the solicitation.

**THE PROPOSAL**

## SECTION I - TECHNICAL CAPABILITIES

**A. Methodologies:**

*In this section, the Provider shall describe in detail the methodology and procedures that are to be used to accomplish the CCPS requirements for this RFP. This should include planning, coordination, problem solving and technical assistance support.*

**B. Capabilities:**

1. Describe in detail your total classroom solution.
2. Describe in detail how your proposal meets all the requirements on pages 18-24.
3. Describe your service training and replacement parts agreement (including any certification).
4. Describe how your company will train staff on all equipment purchased (including web based training/tutorials).
5. Describe installation of equipment/wiring above the ceiling.
6. Describe your work in K-12 (include years of experience, number of classrooms installed).
7. Describe installation planning/hours of operation/procedures/follow-up.
8. Describe any service/support you have with your total classroom solution.
9. Describe your integrated audio/video solution.
10. Describe specifications for each item (include product brochure).
11. Describe features and functions for all components.
12. Describe the warranty for each piece of equipment (including replacement procedures and turn around time).
13. Describe the warranty projector lamps (include lamp life, replacement procedures, and turn around time).
14. Describe monitoring tools/resources available for AV system.
15. Describe sound system (components, settings, tools/equipment needed for adjusting sound).
16. Describe your requirements for electrical work that may need to be done if electrical outlet is not already present in the appropriate ceiling location.
17. Describe experience and qualifications of your installation crew. List any required certification.

## SECTION I - TECHNICAL CAPABILITIES

18. Describe surface of your interactive white board (include effects of accidental pen, pencil, dry erase markers, and permanent marker marks).

19. Describe interactive whiteboard compatibility with “off the shelf” software.

20. Describe any cables used with equipment.

21. Describe any new or innovative products/resources that your company offers to the K-12 environment**.**

## SECTION II - BUSINESS STABILITY

1. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. An organizational chart shall be provided for the Firm. Include the number of employees listed by position/title, current work load, and evidence that the firm is authorized to do business in the State of Georgia. The name and phone number of one individual who will be the company's primary contact with CCPS for contract negotiation and the name of the project manager. Provide the date the company was formed and the type of legal entity by which it operates (i.e. S Corporation, LLC etc.). Provide the names of all company Board of Directors and Officers who have served on the Board of Directors or were an employee of any other private education provider.

**2. Financial Stability-** Provide evidence of the company's financial stability to include:

A. Two (2) years of audited financial statements
B. Evidence of a credit facility in place that can fund facility and operating needs
C. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
D. Name(s) of company(s) that the Officers or Directors of your current organizations were associated with at the time a bankruptcy was declared or obligations to creditors were not met

**3. References -** List as references (names, address, contact persons and phone numbers) a minimum of four clients of similar size and nature to CCPS for which a project was completed within the last three years. A brief description of the services provided shall accompany each reference. Include a minimum of four (4) written references from current or previous clients. At least one reference shall be from a K-12 school district.

**4. Subcontractors -** Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

<u>USE OF SUBCONTRACTORS</u>

- No assignment, delegation, or subcontract without district consent.
  Use of sub-contractors after the award will be permitted only by exception and shall be approved by CCPS prior to their use.
- All installers shall be full time, badged, employees of the awarded vendor.
- Except as may be specifically permitted by THE SCHOOL DISTRICT, Vendor shall not delegate, subcontract, assign or otherwise permit anyone other than Vendor personnel to perform any of the work and/or provide any of the Services required of Vendor under this Contract, or assign any of its rights or obligations hereunder, without the prior written

consent of District, which consent may be withheld by District in its sole discretion.

- No subcontract, which Vendor enters into with respect to the performance of work and/or provision of Services under this Contract, shall in any way relieve Vendor of any responsibility for any performance or obligation required of it by this Contract. Vendor hereby accepts responsibility for ensuring that all subcontractors who perform any of the Services under this Contract also comply with the terms and conditions of this Contract; and Vendor expressly agrees to indemnify and hold harmless District from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Vendor shall give District immediate notice in writing by registered or certified mail of any claim, action or suit filed against Vendor by any subcontractor, and prompt notice of any claim made against Vendor or any subcontractor, which may result in litigation, related in any way to this Contract.
- Vendor shall notify CCPS of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). CCPS reserves the right to require that a subcontractor be removed from the proposal.

# SECTION III – PRICE

***The price proposal shall be submitted in a separate sealed envelope*, one original and two (2) copies, and clearly marked with the RFP No. 022-10, DIGITAL CLASSROOM EQUIPMENT-PRICE PROPOSAL.**

In this section, the offeror shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the CCPS requirements.

## 1. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the Director of Purchasing

During the entire period of solicitation, proposal and evaluation, no offeror shall contact any member or employee of CCPS concerning the solicitation. Such action could result in the offeror being removed from further consideration in this solicitation.

**REQUEST FOR SEALED PROPOSAL**

DATE: _____

TIME: _____

PROPOSAL NO.: _____

**NAME OF COMPANY:**

_____

The Clayton County Board of Education
Purchasing Department
218 Stockbridge Rd., 30236

Ladies and/or Gentlemen:

Having carefully examined the Proposal Conditions and Specifications entitled "Program Management Service" for the performance of subject work all dated _____ , and the Addendum(s) _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Bidder's Checklist has been complied with, is completed, and is enclosed with this bid.

**COMMITMENT TO PERFORM AS PROPOSED**

Respectfully submitted,

_____
Name of Company

_____
Address of Company

_____
E-Mail Address

_____
Business Telephone Number

_____
Fax Number

_____
Printed Name and Title

_____
Signature

_____
Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

_____

_____

The legal name of the proposer is:

_____

**BIDDER'S CHECKLIST**

PROJECT: _____

_____

PROPOSAL NO.: _____

- ❑ We have acknowledged receipt of addendum(s) received.
- ❑ One original and (5) copies - 6 copies of all information requested have been provided.
- ❑ One original and (2) copies of the price proposal have been provided.
- ❑ The proposal has been signed by an authorized principal or authorized official of the firm.
- ❑ No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- ❑ We are prepared to provide the insurance required in this solicitation.

_____

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

_____

SIGNATURE OF PERSON COMPLETING CHECKLIST

_____

DATE

_____

(COMPANY FEDERAL ID NUMBER)

_____

(COMPANY E-MAIL ADDRESS)

_____

(COMPANY NAME)

**READ AND COMPLETE THIS CHECKLIST <u>BEFORE</u> SUBMITTING THE PROPOSAL**

**<u>RETURN WITH PROPOSAL</u>**

# APPENDIX A

**CLAYTON COUNTY PUBLIC SCHOOLS**

**IMMIGRATION AND SECURITY FORM**

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et seq., Contractor shall initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L 99-603 and the Georgia Security and Immigration Compliance Act by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01et seq.

_____Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008 Contractor will register at https://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by Georgia Department of Labor set forth at Rule 300-10-1-01et seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009 Contractor will register at https://www.vis-dhs.com/EmployerRegistration to verify information of all new Employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01et seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

_____ _____

Signature Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Clayton County Board of Education has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Clayton County Board of Education, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Board of Education at the time the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 200____

_____
Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).3/24/2010

## SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which is under contract with the Clayton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

_____
EEV / Basic Pilot Program User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 200_____

_____
Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## ANTI-COLLUSION CERTIFICATION

The offeror certified that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation f Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposals non-responsive and unqualified for award.

Printed Name and Title of Official Officer Authorized to sign on the company's behalf:

_____

Signature:_____

Date:_____

Name of Company:_____

_____